

DOW CORNING

NOTICE OF DEMAND FOR RECLAMATION OF GOODS

October 14, 2005

Delphi Automotive Systems Corporation
PO Box 436040
Pontiac, MI 48343-6040

Dear Delphi:

You are hereby notified that, pursuant to Section 546(c)(1) of the U.S. Bankruptcy Code and applicable state law (including Section 2-702(b) of the Uniform Commercial Code), Dow Corning Corporation hereby reclaims and demands the immediate return of all goods received by Delphi Automotive Systems Corporation from Dow Corning Corporation on or after September 28, 2005. Such goods include, but are not limited to, those set forth in the invoices attached hereto.

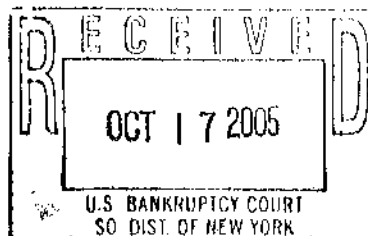
Demand is further made that the goods reclaimed pursuant to this notice be and remain segregated immediately, that they not be sold or modified in any way, and that Delphi Automotive Systems Corporation deliver such goods to Dow Corning Corporation immediately.

Please contact me promptly for delivery instructions or questions.

Sincerely,

Cindy Ferrio CBF

Dow Corning Corporation
Cindy Ferrio CBF
Collection Specialist
2200 West Salzburg Road
Midland, MI 48686-0994
Tele: 1-800-248-2481 Ext: 728



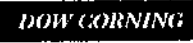
DOW CORNING

Copied:

United States Bankruptcy Court
Southern District of New York
Room 534
One Bowling Green
New York, NY 10004
Tele: 212-668-2870

Skadden, Arps, Slate, Meagher & Flom LLP
John Wm. Butler Jr.
333 West Wacker Drive, Suite 2100
Chicago, IL 60606
Tele: 1-800-718-5305

Kathy Smith
Senior Attorney - Dow Corning Law Department
Dow Corning Corporation
2200 West Salzburg Road
Midland, MI 48686-0994
Tele: 989-496-6338

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1	
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003564810		Date 27Sep2005	
		Invoice contact Cindy Ferrio			
		Phone: 989-496-7728 Fax: 989-496-6299			
Bill-to: 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States		Ship-to: 1034997 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI E AUTOMOTIVE REC DOCK 605 1101 N. CENTER ROAD FLINT MI 48556 United States			
Payment Terms Pay Immediately 2% Discount Up to 27Sep2005 you receive 2.000 % discount					
Shipping Weight (net/gross) Net Weight 18.0 KG Gross Weight 24.5 KG					
Goods Description		Quantity	Price	Unit	Amount
Delivery number: 8603242708 Issue date: 27Sep2005 Delivery terms: FCA SHIPPOINT COLLECT					
Sales order: 3134758 Purchase order no: 550014215 from 27Sep2005					
2852497 DOW CORNING(R) 1-4173 THERMALLY CONDUCTIVE ADHESIVE, 1.5 KG (3.3 LB) Crtrdrg Batch: 0002399575 12 Crtrdrg 116.50 USD 1 Crtrdrg 1398.00 Customer Spec No.: DELPHI AUTOMOTIVE:MS008740 Cust. Spec Revision: E Revision Date: 24Oct2000 Customer Material: 8740					
Total Payable (USD)					1398.00
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.					
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.				Total Payable	
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2				1398.00	
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.				Currency USD	

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

 Print

Shipment Tracking Details

Tracking Information

Tracking Number: 701831185

Origin/Waybill:

Filtered By: Tracking Number 701831185

Shipment Information

Status: Delivered

Signature: John Thivierge

Service Level: Standard Overnight

Shipped Date: 27-Sep-2005

Origin: Auburn, MI, US

Destination: Flint, MI, US

Package Information

Pieces: 1

Weight: 56.0 L **

Volume Weight: 57.0 L

View Dimensions: View Dimensions

References

Description

SHIPPER'S REFERENCE

CUSTOMER REFERENCE NUMBER

Number

8603242708


550014215

Shipment History

Date	Time	Pieces	Activity	Location	Remarks
28-Sep-2005	1155	1	Delivered	Detroit, MI, US	JOHN THIVIERGE
28-Sep-2005	1031	1	Out for Delivery	Detroit, MI, US	
27-Sep-2005	2013	1	Scanned	Flint, MI, US	
27-Sep-2005	1729	1	Shipment Labeled	Flint, MI, US	
27-Sep-2005	1605	1	Received	Flint, MI, US	

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

Invoice 1003564810

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003571700		Date 30Sep2005				
Bill-to 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
		Ship-to: 1034999 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI ENGY & ENG MGMT SYSTEMS DIV 1000 LEXINGTON AVENUE ROCHESTER NY 14606 United States						
Payment Terms Pay Immediately 2% Discount Up to 30Sep2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">17.7 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">18.5 KG</td> </tr> </table>					Net Weight	17.7 KG	Gross Weight	18.5 KG
Net Weight	17.7 KG	Gross Weight	18.5 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603252342 Issue date: 30Sep2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3125254 Purchase order no: 0550009987 from 20Sep2005 KANBAN# 0000007								
2156989 DOW CORNING(R) 839 SILICONE ADHESIVE/SEALANT, 17 L (4.5 U.S. GAL) Pail Batch: 0002437579 39 lbs = 1 Pail 8.60 USD 1 lbs 335.40 Customer Spec No.: DELPHI AUTOMOTIVE:M52701 Cust. Spec Revision: B Revision Date: 29Jun2000 Customer Material: 17350193								
Total Payable (USD)				335.40				
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable		Currency				
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. SI310Ev2		335.40		USD				
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17. ENTIRE AGREEMENT


This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

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Delivery number: 8603252474 Issue date: 30Sep2005 Delivery terms: FCA SHIPPOINT COLLECT									
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Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

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Pls remit to address at bottom of invoice or Report Printout SCHD-AM 11Oct2005 15:04:16 Pg 13 of 64

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003571702		Date 30Sep2005
Bill-to 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299		
Ship-to: 1034999 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI ENGY & ENG MGMT SYSTEMS DIV 1000 LEXINGTON AVENUE ROCHESTER NY 14606 United States				
Payment Terms Pay Immediately 2% Discount Up to 30Sep2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 17.7 KG Gross Weight 18.5 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603252475 Issue date: 30Sep2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3130299 Purchase order no: 0550009987 from 23Sep2005 KANBAN# 0000009				
2156989 DOW CORNING(R) 839 SILICONE ADHESIVE/SEALANT, 17 L (4.5 U.S. GAL) Pail Batch: 0002437579 39 lbs = 1 Pail 8.60 USD 1 lbs 335.40 Customer Spec No.: DELPHI AUTOMOTIVE:M52701 Cust. Spec Revision: B Revision Date: 29Jun2000 Customer Material: 17350193				
Total Payable (USD)				335.40
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable		Currency
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		335.40		USD
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.				

Discover more about Dow Corning at: <http://www.dowcorning.com>

TERMS & CONDITIONS OF SALE

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Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

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9. CONTINGENCIES

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Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.



Shipment Tracking Details

Tracking Information

Tracking Number: **610073925** Origin Waybill:

Filtered By: Tracking Number **610073925**

Shipment Information

Status: **Delivered**

Signature: G Sterling

Service Level: Standard Overnight

Shipped Date: 30-Sep-2005

Origin: Shepherdsville, KY, US

Destination: Rochester, NY, US

Package Information

Pieces: 3

Weight: 135.0 L **

Volume Weight: 135.0 L

View Dimensions View Dimensions

References


Description	Number
SHIPPER'S REFERENCE	8603252342

Shipment History

Date	Time	Pieces	Activity	Location	Remarks
03-Oct-2005	0932	3	Delivered	Rochester, NY, US	G STERLING
03-Oct-2005	0922	3	Out for Delivery	Rochester, NY, US	
03-Oct-2005	0759	3	Scanned	Rochester, NY, US	
02-Oct-2005	0310	3	Arrived	Rochester, NY, US	
01-Oct-2005	1759	3	Departed	Toledo, OH, US	
01-Oct-2005	1042	3	Scanned	Toledo, OH, US	
01-Oct-2005	0250	3	Arrived	Toledo, OH, US	
30-Sep-2005	2055	3	Departed	Louisville, KY, US	
30-Sep-2005	1959	3	Scanned	Louisville, KY, US	
30-Sep-2005	1953	3	Shipment Labeled	Louisville, KY, US	
30-Sep-2005	1705	3	Received	Louisville, KY, US	

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

INVOICES 1003571700, 1003571701,
1003571702

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003571709		Date 30Sep2005				
Bill-to 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299						
Ship-to: 1044089 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI PACKARD PLANT 11 1265 NORTH RIVER ROAD WARREN OH 44486 United States								
Payment Terms Pay Immediately 2% Discount Up to 30Sep2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0"> <tr> <td>Net Weight</td> <td>140.0 KG</td> <td>Gross Weight</td> <td>204.4 KG</td> </tr> </table>					Net Weight	140.0 KG	Gross Weight	204.4 KG
Net Weight	140.0 KG	Gross Weight	204.4 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603248082 Issue date: 29Sep2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3134813 Purchase order no: P4950086 from 23Sep2005								
3259919 MOLYKOTE(R) G-5008 DIELECTRIC GREASE, 70 KG drum Batch: 0002355733 308 lbs = 2 drum 25.25 USD 1 lbs 7777.00 Customer Spec No.: DELPHI PACKARD ELEC:ES-M-799 Revision Date: 22Apr1998 Customer Material: M0799000								
Total Payable (USD)				7777.00				
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 7777.00 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2								
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

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If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

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Delivery Note Page 1 of 2	
DOW CORNING Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 Telephone (800) 248-2481 Fax (989) 496-6974	Delivery Number: 8603248082 Issue Date: 29Sep2005 Route: E-town Area to Ohio, 1d Terms of Delivery: FCA SHIPPOINT COLLECT Mode of Transport: Truck Delivery Date: 30Sep2005 Shipping Conditions: Standard Surface Emergency Call Numbers: DowCorning 1-888-335-1331 ChemTrec 1-800-424-9300
Ship-to 1044089 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI PACKARD PLANT 11 1265 NORTH RIVER ROAD WARREN OH 44486 Attn: GOODS RECEIPT	Sold-to 1044089 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI PACKARD PLANT 11 1265 NORTH RIVER ROAD WARREN OH 44486
Shipping point 178B DOW CORNING CORPORATION CENTRAL DISTRIBUTION WAREHOUSE CEDAR GROVE BUSINESS PARK 270 OMEGA PARKWAY, Suite 200 SHEPHERDSVILLE KY 40165 Telephone (502) 921-2011 Fax (502) 921-9109	
H	M
Goods Description Sales Order Number: 3134813 Standard Order from 27Sep2005 Purchase Order Number: P4950086 from 23Sep2005 Delivery Number: 8603248082  	Quantity Net Weight Gross Weight
BILL TO: DELPHI PACKARD ELECT % NPC FREIGHT SERVICES P.O. BOX 9115 NORWOOD, MA 02062	
GREASE LUBRICATING NOI 090960 CL/65 3259919 MOLYKOTE(R) G-5008 DIELECTRIC GREASE, 70 KG drum Item total: 308.0 lbs = 2.0 drum *** Store BELOW 40C/104F *** ECCN: EAR99 Customer Spec No.: DELPHI PACKARD ELEC:ES-M-799 Revision Date: 22Apr1998 Customer Material: M0799000 Batch: 0002355733 Expiration Date: 20Mar2010 2.00 drum in shipping unit 4496447 (PAL)	
OTHER: _____ SHIP/INIT: _____ <small>Subject to NMFC 100/CTH-100 and 40 USC 14708 and DOT 49 CFR 370</small>	
402-364818-5 B/L Invoice 1003571709	

Pls remit to address at bottom of invoice Pg 21 of 64 Report Printout SCHD-AM 11Oct2005 15:04:52

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573576		Date 03Oct2005				
Bill-to 1036426 Accounts Payable Department DELPHI ENGY & ENG MGMT SYSTEMS PO Box 436040 PONTIAC MI 48343-6040 United States		Invoice contact Cindy Perrio Phone: 989-496-7728 Fax: 989-496-6299						
Ship-to: 1034996 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI ENGY & ENG MGMT SYSTEMS DIV PLANT 2095 2620 E 38TH ST ANDERSON IN 46018 United States								
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">36.2 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">39.6 KG</td> </tr> </table>					Net Weight	36.2 KG	Gross Weight	39.6 KG
Net Weight	36.2 KG	Gross Weight	39.6 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603255536 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3141680 Purchase order no: 550014970 from 03Oct2005								
2104091 DOW CORNING(R) Q3-6611 ADHESIVE, GRAY, 18.1 KG (40 LB) / 32X32X35 Pail Batch: 0002415677 80 lbs = 2 Pail 9.00 USD 1 lbs 720.00 Customer Material: 2031001								
Total Payable (USD)				720.00				
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable 720.00						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S13101v2		Currency USD						
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The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

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Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

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Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT




This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.


18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

DOW CORNING Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 Telephone (800) 248-2481 Fax (989) 496-6974		Delivery Note Page 1 of 2		
Ship-to 1044089 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI PACKARD PLANT 11 1265 NORTH RIVER ROAD WARREN OH 44486 Attn: GOODS RECEIPT		Sold-to 1044089 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI PACKARD PLANT 11 1265 NORTH RIVER ROAD WARREN OH 44486		
Shipping point 178B DOW CORNING CORPORATION CENTRAL DISTRIBUTION WAREHOUSE CEDAR GROVE BUSINESS PARK 270 OMEGA PARKWAY, Suite 200 SHEPHERDSVILLE KY 40165 Telephone (502) 921-2011 Fax (502) 921-9109		Delivery Number 8603248082 Issue Date 29Sep2005 Shipment Reference Route E-town Area to Ohio, 1d Delivery Date 30Sep2005 Terms of Delivery FCA SHIPPOINT COLLECT Shipping Conditions Standard Surface Mode of Transport Truck Emergency Call Numbers DowCorning 1-888-335-1331 ChemTrec 1-800-424-9300		
HI	Goods Description	Quantity	Net Weight	Gross Weight
Sales Order Number: 3134813 Standard Order from 27Sep2005 Purchase Order Number: P4950086 from 23Sep2005 Delivery Number: 8603248082				
 				
BILL TO: DELPHI PACKARD ELECT % NPC FREIGHT SERVICES P.O. BOX 9115 NORWOOD, MA 02062		<input checked="" type="checkbox"/> SKD <input type="checkbox"/> LSE CTN <input type="checkbox"/> DRM <input type="checkbox"/> BUN <input type="checkbox"/> SWAC <input type="checkbox"/> CRTS <input type="checkbox"/> BSKT <input type="checkbox"/> RCK <input type="checkbox"/> TOTE <input type="checkbox"/> SL & C <input type="checkbox"/> SWS-OF <input type="checkbox"/> CTN <input type="checkbox"/> SWS-STC <input type="checkbox"/> CTN OTHER _____ SHIP/INIT. _____ <small>Subject to NMFC 100/CTU-100 and 48 USC 14708, and 1907-28 CFR 370</small>		
GREASE LUBRICATING NOI 090960 CL/65 3259919 MOLYKOTE(R) G-5008 DIELECTRIC GREASE, 70 KG drum Item total: 308.0 lbs = 2.0 drum *** Store BELOW 40C/104F *** ECCN: EAR99 Customer Spec No.: DELPHI PACKARD ELEC:ES-M-799 Revision Date: 22Apr1998 Customer Material: M0799000 Batch: 0002355733 2 drum 140.0 KG 168.2 KG Expiration Date: 20Mar2010 2.00 drum in shipping unit 4496447 (PAL)				
 402-364818-5 Linear II 0.0 88 PS-ATD B/L Invoice 1003571709				

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994		Delivery Note Page 2 of 2	
Ship-to DELPHI AUTOMOTIVE SYSTEMS CORP		Sold-to DELPHI AUTOMOTIVE SYSTEMS CORP	
Delivery Number 8603248082		Issue Date 29Sep2005	
Shipment Reference			
Goods Description		Quantity	Net Weight
Gross Weight			
<p style="font-size: 2em; transform: rotate(-15deg);">402-364818-5</p>			
I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packaged, marked and labelled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse of the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.			
Carrier certifies that Emergency Response Information, as required by 49 CFR, Part 172, Sub Part G, is maintained in this transport vehicle. When Carrier furnished container, carrier certifies that container supplied for this shipment is a proper container for the transport of each commodity named herein. Carrier acknowledges that prior to or at the time this shipment was offered for transportation, the slipper provided or affixed the required placards or orange panels (including prescribed identification numbers) according to applicable regulations for each hazardous material named herein. Carrier hereby certifies that he is familiar with all the conditions, representations, notices, and certifications contained here on this document.			
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATIONS UNLESS OTHERWISE AGREED.		Total Shipping Units: Tare Weight: 36.2 KG Total Weights: 140.0 KG 204.4 KG	
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. 51310E2		No. of shipping units: 1 1-Pallet 0-Drum 0-Pail 0-Canion 0-IBC 0-Box 0-Bulk 0-Tank 0-Bag	
Shipped by:		Carr. Ref: 4023648185	
Received by carrier:		Carrier: CENTRAL TRANSPORT (CTM)	
Received by customer:			

*Drum
fronts*



Pro Number

402-364818-5

Central Transport Delivery Receipt

Ship Date 09/30/05	
Places 1	Weight 370
Reference Number	
Org 402	DC 442
Freight Terms Freight Charges Are Collect	
SCAC:	CTII

Consignee:

DELPHI AUTOMOTIVE SYSTEMS
1265 N RIVER RD
WARREN, OH 44483

Shipper:

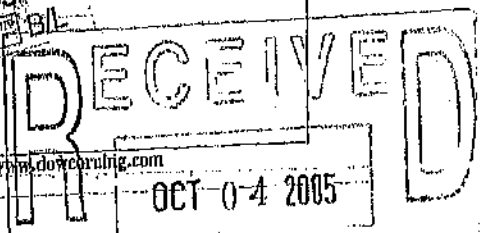
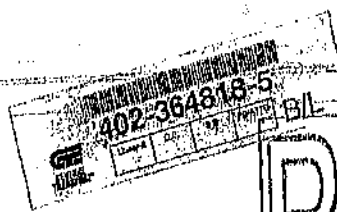
DOW CORNING CORP
270 OMEGA PKWY
SHEPHERDSVILLE, KY 40165

Special Instructions

Delivery Trailer: 53-5498

Shipper COD Amount
0.0000

DOY CORNING Doy Corning Corporation 2260 W. Salisbury Rd. PO Box 994 MIDDLETOWN MI 48666-0994 Telephones (800) 249-2481 Fax (800) 496-6974		Delivery Note Page 1 of 2 Delivery Number: 8603248082 Issue Date: 29Sep2005 Shipper Reference: Route: H-town Area to Ohio, Id Delivery Date: 30Sep2005 Terms of Delivery: TCA - SHEPHERD COLLECT Shipping Conditions: Standard Surface Mode of Transport: Truck Emergency Call Numbers: DowCorning 1-888-533-1331 ShipFax 1-800-424-2031	
Ship-to 1044089 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI PACKARD PLANT #1 1265 NORTH RIVER ROAD WARREN OH 44483 Attn: GOODS RECEIPT		Ship-to 1044089 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI PACKARD PLANT #1 1265 NORTH RIVER ROAD WARREN OH 44483 Shipping point 1785 DOW CORNING CORPORATION CENTRAL DISTRIBUTION WAREHOUSE CEDAR GROVE BUSINESS PARK 270 OMEGA PARKWAY, Suite 200 SHEPHERDSVILLE KY 40165 Telephone (502) 921-2011 Fax (502) 921-9109	
Goods Description Sales Order Number: 3154813 Standard Order from 278ep2005 Purchase Order Number: P49E0086 from 23Sep2005 Delivery Number: 8603248082 		Quantity Net Weight Gross Weight	
B/L TO: DELPHI PACKARD ELECTRIC & NDC FREIGHT SERVICES P.O. BOX 9115 NORWOOD, MA 02062 GEAR OIL LUBRICATING OIL 030960 CT/65 3289919 MONYKOT(R) G-5008 DIESEL OIL GEAR OIL 70 KG drum Item total: 308.0 lbs = 2.0 drum *** Store BELOW 40C/104F *** RCN: RAR99 Customer Spec No.: DELPHI PACKARD BLEC-HB-M-799 Revision Date: 22Apr1998 Customer Material: M0799000 Batch: 0002355733 Expiration Date: 20Mar2010 2.00 drum in shipping unit 4436447 (ENL)			



Discover more about Dow Corning at: <http://www.dowcorning.com>

Stamp / Sign Here

Firm

By

Kathy Kovatky
Shipment received in good order

Pieces Received

Driver *CHAMBERS* Date *10-4-05*

Arrive Time *1:10* Depart Time *1:15*

Pro Number

402-364818-5

Additional Delivery Services Requested

- | | | | | | |
|---|---------|---|---------|---------------------------------------|---------|
| <input type="checkbox"/> Inside Delivery | \$70.00 | <input type="checkbox"/> Sort - Segregate | \$90.00 | <input type="checkbox"/> Driver Delay | \$75.00 |
| <input type="checkbox"/> Residential Delivery | \$50.00 | <input type="checkbox"/> Liftgate | \$90.00 | <input type="checkbox"/> Redelivery | \$50.00 |

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature _____ Date _____

Internal Use Only

And Type of Container _____


Part # _____

Qty. of Pcs Affected _____

Desc. _____

Skids _____

Date _____ Log# _____

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573576		Date 03Oct2005
Bill-to 1036426 Accounts Payable Department DELPHI ENGY & ENG MGMT SYSTEMS PO Box 436040 PONTIAC MI 48343-6040 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299		
Ship-to: 1034996 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI ENGY & ENG MGMT SYSTEMS DIV PLANT 2095 2620 E 38TH ST ANDERSON IN 46018 United States				
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 36.2 KG Gross Weight 39.6 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603255536 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3141680 Purchase order no: 550014970 from 03Oct2005				
2104091 DOW CORNING(R) Q3-6611 ADHESIVE, GRAY, 18.1 KG (40 LB) / 32X32X35 Pail Batch: 0002415677 80 lbs = 2 Pail 9.00 USD 1 lbs 720.00 Customer Material: 2031001				
Total Payable (USD)				720.00
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable		Currency
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		720.00		USD
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.				

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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Price charged will be price in effect at planned date of delivery.

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 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573577		Date 03Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to 1036426 Accounts Payable Department DELPHI ENGY & ENG MGMT SYSTEMS PO Box 436040 PONTIAC MI 48343-6040 United States		Ship-to: 1034996 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI ENGY & ENG MGMT SYSTEMS DIV PLANT 2095 2620 E 38TH ST ANDERSON IN 46018 United States						
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">362.8 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">399.2 KG</td> </tr> </table>					Net Weight	362.8 KG	Gross Weight	399.2 KG
Net Weight	362.8 KG	Gross Weight	399.2 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603255660 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3141675 Purchase order no: 550014972 from 03Oct2005								
4001942 DOW CORNING(R) 3-4237 KIT Batch: 0002415699 800 lbs = 1 Kit 3.60 USD 1 lbs 2880.00 Customer Material: 2071001								
Total Payable (USD)				2880.00				
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 2880.00 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2								
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

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On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

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This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.



PJAX

P.O. BOX 1290

GIBSONIA, PA 15044-1290

Pro No: 121797765

1-800-449-9000
1-800-792-2821-PA WATTS
1-800-245-1244-INTERSTATE WATTS

S.C.A.C.
PJXI

DELPHI E 35120 2620 E 38TH ST 35120 ANDERSON, IN 46018 P.O. # 550014972	PLT 20 32299	DOW CORNING 5300 11 MILE ROAD 615225588 AUBURN, MI 48611 B/L# 8603255660	42914
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ADDITIONAL INSTRUCTIONS

TR#	DATE	ORIGIN	DESTINATION	TERM
	10/03/05	SAG	IND	
TRANSFERRED TO	S.C.A.C.	INTERCHANGE PT.	TRANSFERRED FROM	S.C.A.C.
				IL PROJ & DATE
				PJAX REV
				INTERLINE


PIECES	HM	DESCRIPTION	WEIGHT	RATE	CHARGES
2		2 Handling units SKDS CHEMICALS NOI VNX 2.05/LB PLANT 2095 ATTN GOODS RECEIPT 765 646 3294 9.5 Percent Fuel Surcharge Applied.	967		
2		Totals	967		

RECEIVED
OCT 04 2005
DELPHI
PLT-ANDERSON, IN 20

DELIVERY RECEIPT	DRIVER SIGNATURE	C.W.	RECEIVED IN GOOD CONDITION AS NOTED	TOTAL PCS 2
	DATE	10-4-05	CUSTOMER SIGNATURE	

INVOICES:
1003573576 &
1003573577

Pls remit to address at bottom of invoice Repeat Printout SCHD-AM 11Oct2005 15:05:19

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573578	Date 03Oct2005	
		Invoice contact Cindy Ferrio		
		Phone: 989-496-7728 Fax: 989-496-6299		
Bill-to 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States		Ship-to: 1034997 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI E AUTOMOTIVE REC DOCK 605 1101 N. CENTER ROAD PLINT MI 48556 United States		
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 362.8 KG Gross Weight 420.9 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603255537 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3141608 Purchase order no: 550014215 from 03Oct2005				
3127664 DOW CORNING(R) 3-6371 UV GEL, 181.4 KG (400 LB) drum Batch: 0002415701 800 lbs = 2 drum 10.95 USD 1 lbs 8760.00 Customer Material: B590				
Total Payable (USD)				8760.00
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable		
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		8760.00		
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.		Currency USD		

TERMS & CONDITIONS OF SALE

1. END USE

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2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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Price charged will be price in effect at planned date of delivery.

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9. CONTINGENCIES

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10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

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Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

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Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

All claims for loss or damage must be reported immediately. By using the Interstate Commerce Commission's extension of credit is limited to seven (7) days. We must request your assistance. A reduction, amendment or adjustment may be made to this bill as permitted by 49 CFR 105.117(f).

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573579		Date 03Oct2005
		Invoice contact Cindy Ferrio		
		Phone: 989-496-7728 Fax: 989-496-6299		
Bill-to: 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States		Ship-to: 1034997 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI E AUTOMOTIVE REC DOCK 605 1101 N. CENTER ROAD FLINT MI 48556 United States		
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount				
Shipping Weight (net/gross) Net Weight 27.0 KG Gross Weight 36.7 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603255538 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 3141592 Purchase order no: 550014216 from 03Oct2005				
2852497 DOW CORNING(R) 1-4173 THERMALLY CONDUCTIVE ADHESIVE, 1.5 KG (3.3 LB) Crtrdgs Batch: 0002399575				
	6 Crtrdgs	116.50 USD	1 Crtrdgs	699.00
Customer Spec No.: DELPHI AUTOMOTIVE:MS008740 Cust. Spec Revision: E Revision Date: 24Oct2000 Customer Material: 8740 Batch: 0002405818				
	12 Crtrdgs	116.50 USD	1 Crtrdgs	1398.00
Total Payable (USD)				2097.00
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 2097.00 USD		
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2				
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.				

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with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

Shipment Tracking Details

Tracking Information

Tracking Number: 701831244

Origin Waybill:

Filtered By: Tracking Number 701831244

Shipment Information

Status: Delivered

Signature: John Thivierge

Service Level: BAXSaver

Shipped Date: 03-Oct-2005

Origin: Auburn, MI, US

Destination: Flint, MI, US

Package Information

Pieces: 1

Weight: 78.0 L **

Volume Weight: 78.0 L

View Dimensions: View Dimensions

References

Description

Number

SHIPPER'S REFERENCE

8603255538

CUSTOMER REFERENCE NUMBER

550014216


Shipment History

Date	Time	Pieces	Activity	Location	Remarks
04-Oct-2005	1145	1	Delivered	Detroit, MI, US	JOHN THIVIERGE
04-Oct-2005	1016	1	Out for Delivery	Detroit, MI, US	
03-Oct-2005	1648	1	Shipment Labeled	Flint, MI, US	
04-Oct-2005	0930	1	Arrived	Flint, MI, US	
03-Oct-2005	1540	1	Received	Flint, MI, US	
04-Oct-2005	0750	1	Departed	Detroit, MI, US	
04-Oct-2005	0325	1	Scanned	Detroit, MI, US	

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

Invoice
1003573579

Pls remit to address at bottom of invoice Repeat Printout SCHD-AM 11Oct2005 15:06:00

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573580		Date 03Oct2005				
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Bill-to: 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States		Ship-to: 1034999 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI ENGY & ENG MGMT SYSTEMS DIV 1000 LEXINGTON AVENUE ROCHESTER NY 14606 United States						
Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">17.7 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">18.5 KG</td> </tr> </table>					Net Weight	17.7 KG	Gross Weight	18.5 KG
Net Weight	17.7 KG	Gross Weight	18.5 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603255149 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3140170 Purchase order no: 0550009987 from 30Sep2005 KANBAN# 0000011								
2156989 DOW CORNING(R) 839 SILICONE ADHESIVE/SEALANT, 17 L (4.5 U.S. GAL) Pail Batch: 0002437579 39 lbs = 1 Pail 8.60 USD 1 lbs 335.40 Customer Spec No.: DELPHI AUTOMOTIVE:M52701 Cust. Spec Revision: B Revision Date: 29Jun2000 Customer Material: 17350193								
Total Payable (USD)				335.40				
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable Currency 335.40 USD						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2								
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Discover more about Dow Corning at: <http://www.dowcorning.com>

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Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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Shipment Tracking Details

Tracking Information

Tracking Number: 610073936

Origin Waybill:

Filtered By: Tracking Number 610073936

Shipment Information

Status: Delivered

Signature: Steve Sattora

Service Level: BAXSaver

Shipped Date: 03-Oct-2005

Origin: Shepherdsville, KY, US

Destination: Rochester, NY, US

Package Information

Pieces: 1

Weight: 45.0 L **

Volume Weight: 45.0 L


View Dimensions: View Dimensions

Shipment History

Date	Time	Pieces	Activity	Location	Remarks
05-Oct-2005	0935	1	Delivered	Rochester, NY, US	STEVE SATTORA
05-Oct-2005	0912	1	Out for Delivery	Rochester, NY, US	
05-Oct-2005	0805	1	Scanned	Rochester, NY, US	
04-Oct-2005	2127	1	Exception Scan*	Rochester, NY, US	
04-Oct-2005	0717	1	Arrived	Rochester, NY, US	
04-Oct-2005	0603	1	Departed	Toledo, OH, US	
04-Oct-2005	0248	1	Scanned	Toledo, OH, US	
04-Oct-2005	0146	1	Arrived	Toledo, OH, US	
03-Oct-2005	2017	1	Departed	Louisville, KY, US	
03-Oct-2005	1844	1	Scanned	Louisville, KY, US	
03-Oct-2005	1613	1	Shipment Labeled	Louisville, KY, US	
03-Oct-2005	1345	1	Received	Louisville, KY, US	

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

1003573580

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1					
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003577760		Date 05Oct2005					
Bill-to 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States		Invoice contact Cindy Perrio Phone: 989-496-7728 Fax: 989-496-6299							
Payment Terms Pay Immediately 2% Discount Up to 05Oct2005 you receive 2.000 % discount		Ship-to: 1072118 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI SAGINAW STEERING SYSTEMS US HIGHWAY 31 S ATHENS AL 35611 United States							
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">2160.0 KG</td> <td style="text-align:right">Gross Weight</td> <td colspan="2" style="text-align:right">2545.8 KG</td> </tr> </table>					Net Weight	2160.0 KG	Gross Weight	2545.8 KG	
Net Weight	2160.0 KG	Gross Weight	2545.8 KG						
Goods Description	Quantity	Price	Unit	Amount					
Delivery number: 8603261245 Issue date: 05Oct2005 Delivery terms: FCA SHIPPOINT COLLECT									
Sales order: 3143697 Purchase order no: SAG9010682 from 04Oct2005									
4018227 MOLYKOTE(R) LONGTERM 2/78 G;180 KG (396.8 LB) drum Batch: 513-060									
	12 drum	1008.35 USD	1 drum	12100.20					
Customer Material: 5390									
Total Payable (USD)				12100.20					
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.									
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.			Total Payable 12100.20						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2			Currency USD						
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.									

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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Price charged will be price in effect at planned date of delivery.

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The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

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» USF Bestway

» USF Holland

» USF Reddaway

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Current Status Delivered Clear 10/06/05

Pro number 137-0173596

BOL number 4008603261245

PO number 400SAG9010682

**Shipper
number**

Pickup Date Wed. Oct. 05, 2005

**Standard
Delivery** Thu. Oct. 06, 2005

Appointment n/a

Service Type Premier

Origin SHEPHERDSVILLE, KY
40165

Terminal LOUISVILLE USF Holland

Destination ATHENS, AL 35611

Terminal DECATUR USF Holland

**3rd Party
Billed**

DR Signature

Pieces 3

Weight 5,728 lbs

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Invoice 1003577760

Pls remit to address at bottom of invoice Pg 51 of 64 Report Printout SCHD-AM 11Oct2005 15:06:31

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003579771		Date 06Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States		Ship-to: 1034997 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI AUTOMOTIVE REC DOCK 605 1101 N. CENTER ROAD PLINT MI 48556 United States						
Payment Terms Pay Immediately 2% Discount Up to 06Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">544.2 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">631.4 KG</td> </tr> </table>					Net Weight	544.2 KG	Gross Weight	631.4 KG
Net Weight	544.2 KG	Gross Weight	631.4 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603265253 Issue date: 06Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3147359 Purchase order no: 550014215 from 06Oct2005								
3127664 DOW CORNING(R) 3-6371 UV GEL, 181.4 KG (400 LB) drum Batch: 0002430420 1200 lbs = 3 drum 10.95 USD 1 lbs 13140.00 Customer Material: 8590								
Total Payable (USD)				13140.00				
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable		Currency				
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2		13140.00		USD				
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Discover more about Dow Corning at: <http://www.dowcorning.com>

TERMS & CONDITIONS OF SALE

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19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

Central Transport Delivery Receipt



Pro Number
493-069237-6

Ship Date 10/06/05	
Pieces 1	Weight 1200
Reference Number	
Org 493	DC 493
Freight Terms Freight Charges Are Collect	
SCAC:	CTII

Consignee:

DELPHI
1101 N CENTER
LANSING, MI 48666

Shipper:

DOW CORNING CORP
2200 W SALZBURG RD
MIDLAND, MI 48666

Special Instructions

Delivery Trailer: 47-0102
Shipper COD Amount
0.0000

Dow Corning Corporation
2240 W. Salisbury Rd.
PO Box 594
MIDLAND MI 48666-0594

Telephone (408) 248-2611
Fax (408) 493-4914

Ship to 105007
DELPHI AUTOMOTIVE SYSTEMS CORP
DELPHI AUTOMOTIVE
RSC DOCK 105
1101 N CENTER ROAD
LANSING MI 48666
Attn: GOOD RECEIPT
Telephone (408) 248-2611

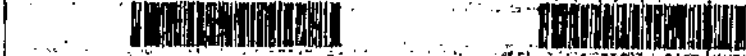
Sold to 105007
DELPHI AUTOMOTIVE
SYSTEMS CORP
DELPHI AUTOMOTIVE
RSC DOCK 105
1101 N CENTER ROAD
LANSING MI 48666
Telephone (408) 248-2611

Delivery Note

Delivery Number 860-0801	Issue Date 10/06/05	Page 1 of 1
Route MIDLAND AREA TO MIDLAND MI	Delivery Date 10/06/05	Shipment Reference
Terms of Delivery C/O - SHIPMENT COLLECT	Shipment Condition Standard Surface	Standard Surface
Shipment Reference 860-0801	Shipment Reference 860-0801	Shipment Reference 860-0801

Goods Description	Quantity	Net Weight	Gross Weight
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Sales Order Number: 3149355 Standard Order Form 860-0801
Purchase Order Number: 540014215 from 06oct2005 Delivery Number: 8601265153



DELPHI RECEIVING NUMBER: 674 - 241

CHEMICALS NOT WIK 2.05/LM 860800 CT/78
3127666 DOW CORNING (E) 3-0371 WY GIL, 181.4 X 18 (400018) 181.4 X 18
Size: 1200, 0.1814 X 181.4 X 18
*** Material must be kept refrigerated ***
*** ATTEMPT DELIVERY 400 to 500 ***
ECCN: 2A009

Customer: MIDLAND MI 48666
Address: 860243640
Registration Date: 10/06/2005

+	END	LOG CTN	DRN	HUN	SWAC
	CRS	BLKT	RCK	TOTE	CLAC
OTHER: <input type="checkbox"/> SHIPMENT					

Central Transport
493-069237-6

OTHER: <input type="checkbox"/> SHIPMENT	Total Weight: 1200
Shipped by: Michael K. Evers	No. of shipping units: 1
Received by carrier: 10-6-05	0 Pallets 0 Cases 0 Full 0 Carton 0 Box 0 Bag 0 Tank 0 Bag
Received by customer: #47-0522	Carrier: CENTRAL TRANSPORT (CTI)

Discover more about Dow Corning at <http://www.dowcorning.com>

Stamp / Sign Here

Firm: Delphi
By: [Signature]
Shipment received in good order
Pieces Received: 1
Driver: [Signature] Date: 10-7-05
Arrive Time: Depart Time:

Pro Number

493-069237-6



Additional Delivery Services Requested

<input type="checkbox"/> Inside Delivery \$70.00	<input type="checkbox"/> Sort - Segregate \$90.00	<input type="checkbox"/> Driver Delay \$75.00
<input type="checkbox"/> Residential Delivery \$50.00	<input type="checkbox"/> Liftgate \$90.00	<input type="checkbox"/> Redelivery \$50.00


By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature: _____ Date: _____

Internal Use Only

And Type of Container: _____ Desc: _____
Part #: _____ Skids: _____
Qty. of Pcs Affected: _____ Date: _____ Log#: _____

All claims for loss or damage must be reported immediately, by filing of the Interstate Commerce Commission's Complaint within 90 days of the date of receipt. We must request your compliance. A reduction, allowance or adjustment may be made to this bill as permitted by 49 CFR 100.1212.

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003579772		Date 06Oct2005				
		Invoice contact Cindy Ferrio						
		Phone: 989-496-7728 Fax: 989-496-6299						
Bill-to: 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States		Ship-to: 1034997 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI E AUTOMOTIVE REC DOCK 605 1101 N. CENTER ROAD FLINT MI 48556 United States						
Payment Terms Pay Immediately 2% Discount Up to 06Oct2005 you receive 2.000 % discount								
Shipping Weight (net/gross) <table border="0" style="width:100%"> <tr> <td style="text-align:right">Net Weight</td> <td style="text-align:right">27.0 KG</td> <td style="text-align:right">Gross Weight</td> <td style="text-align:right">36.7 KG</td> </tr> </table>					Net Weight	27.0 KG	Gross Weight	36.7 KG
Net Weight	27.0 KG	Gross Weight	36.7 KG					
Goods Description	Quantity	Price	Unit	Amount				
Delivery number: 8603265254 Issue date: 06Oct2005 Delivery terms: FCA SHIPPOINT COLLECT								
Sales order: 3147357 Purchase order no: 550014216 from 05Oct2005								
2852497 DOW CORNING(R) 1-4173 THERMALLY CONDUCTIVE ADHESIVE, 1.5 KG (3.3 LB) Crtrdgs Batch: 0002405818 <div style="text-align:right">18 Crtrdgs 116.50 USD 1 Crtrdgs 2097.00</div> Customer Spec No.: DELPHI AUTOMOTIVE:MS008740 Cust. Spec Revision: E Revision Date: 24Oct2000 Customer Material: 8740								
Total Payable (USD)				2097.00				
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.								
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable 2097.00						
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310E2		Currency USD						
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.								

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planned date of delivery.

6. TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

Shipment Tracking Details

Tracking Information

Tracking Number: **701831141**

Origin Waybill:

Filtered By: Tracking Number **701831141**

Shipment Information

Status: **Delivered**

Signature: **Thievierge**

Service Level: **BAXSaver**

Shipped Date: **06-Oct-2005**

Origin: **Auburn, MI, US**

Destination: **Flint, MI, US**

Package Information

Pieces: **1**

Weight: **80.0 L ****

Volume Weight: **80.0 L**

View Dimensions: **View Dimensions**

References

Description

Number

SHIPPER'S REFERENCE

8603065254

CUSTOMER REFERENCE NUMBER

550014216

Shipment History

Date	Time	Pieces	Activity	Location	Remarks
07-Oct-2005	1200	1	Delivered	Detroit, MI, US	THIEVIERGE
07-Oct-2005	1048	1	Out for Delivery	Detroit, MI, US	
06-Oct-2005	1851	1	Scanned	Flint, MI, US	
06-Oct-2005	1847	1	Shipment Labeled	Flint, MI, US	
06-Oct-2005	1535	1	Received	Flint, MI, US	

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

Invoice 1003579772

DOW CORNING

NOTICE OF DEMAND FOR RECLAMATION OF GOODS

October 14, 2005

Delphi Mechatronic Systems Inc
615 Elca Lane Suite A
Brownsville, TX 78521

Dear Delphi:

You are hereby notified that, pursuant to Section 546(c)(1) of the U.S. Bankruptcy Code and applicable state law (including Section 2-702(b) of the Uniform Commercial Code), Dow Corning Corporation hereby reclaims and demands the immediate return of all goods received by Delphi Mechatronic Systems Inc from Dow Corning Corporation on or after September 28, 2005. Such goods include, but are not limited to, those set forth in the invoices attached hereto.

Demand is further made that the goods reclaimed pursuant to this notice be and remain segregated immediately, that they not be sold or modified in any way, and that Delphi Mechatronic Systems Inc deliver such goods to Dow Corning Corporation immediately.


Please contact me promptly for delivery instructions or questions.

Sincerely,



Dow Corning Corporation
Cindy Ferrio CBF
Collection Specialist
2200 West Salzburg Road
Midland, MI 48686-0994
Tele: 1-800-248-2481 Ext: 728

Pls remit to address at bottom of invoice Pg:61 of 64 Report Printout SCHD-AM 11Oct2005 14:03:51

 Dow Corning Corporation 2200 W. Salzburg Rd. PO Box 994 MIDLAND MI 48686-0994 United States		Invoice		Page 1 of 1
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575		Invoice Number 1003573734		Date 03Oct2005
Bill-to: 1097559 Accounts Payable Department DELPHI MECHATRONIC SYSTEMS INC 615 ELCA LANE SUITE A BROWNSVILLE TX 78521 United States		Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299		
Ship-to: 1097559 DELPHI MECHATRONIC SYSTEMS INC 615 ELCA LANE SUITE A BROWNSVILLE TX 78521 United States				
Payment Terms 30 days end of month, the 5th Up to 05Dec2005 without deduction				
Shipping Weight (net/gross) Net Weight 3.6 KG Gross Weight 4.3 KG				
Goods Description	Quantity	Price	Unit	Amount
Delivery number: 8603255521 Issue date: 03Oct2005 Delivery terms: FCA SHIPPOINT COLLECT				
Sales order: 2888477 Purchase order no: 9571-054588 from 08Mar2005				
4017134 DOW CORNING(R) 3-1944 RTV COATING, 305 ML Crtrdrg Batch: 0002436465 12 Crtrdrg = 1 Carton 15.96 USD 1 Crtrdrg 191.52 Customer Material: MS-79803				
Total Payable (USD)				191.52
PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.				
DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.		Total Payable		
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310E*2		191.52		
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.		Currency USD		

Discover more about Dow Corning at: <http://www.dowcorning.com>

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

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Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

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Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

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15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

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17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the American Chemistry Council or a similarly comprehensive health, safety and environmental program.

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Tracking number 675472669622
Signed for by E. SALINAS
Ship date Oct 3, 2005
Delivery date Oct 4, 2005 11:21 AM

Reference 8603255521
Destination BROWNSVILLE, TX
Delivered to Shipping/Receiving
Service type Priority Overnight
Weight 10.0 lbs

Status Delivered

Wrong Address?
Reduce future mistakes
FedEx Address Checker

Shipping Freight?
FedEx has LTL, air, surface and air express multi piece packages and ocean freight.

Date/Time	Activity	Location	Details
Oct 4, 2005	11:21 AM Delivered	BROWNSVILLE, TX	
	7:23 AM At local FedEx facility	HARLINGEN, TX	
	5:07 AM Departed FedEx location	MEMPHIS, TN	
Oct 3, 2005	11:46 PM Arrived at FedEx location	MEMPHIS, TN	
	7:51 PM Left origin	FREELAND, MI	
	5:26 PM Picked up	FREELAND, MI	
	11:40 AM Package data transmitted to FedEx		

Need to track a
FedEx SmartPost
shipment?

Signature proof

Email results

Track more shipments

Shipping: No tracking updates (optional)

Your Name:

Your Email Address:

Email address

Language

Exception updates

Delivery updates

English

English

English

English

Select format:

HTML

Text

Wireless

Add personal message:

Not available for Wireless or non-English characters.

